DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

CONTRACT AMENDMENT NO. 4
GALLATIN COUNTY REENTRY PROGRAM
COMMUNITY, COUNSELING, AND CORRECTIONAL SERVICES, INC.
CONTRACT NO. 16-010-PPD

This CONTRACT AMENDMENT No. 4 amends the above-referenced Contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Community, Counseling, and Correctional Services, Inc.,** whose address and phone number are 471 East Mercury, Billings, MT 59701, (406) 782-0417.

This Contract is amended for the following purpose(s) (new language underlined, deleted language interlined):

1) In accordance with Section 1, of the above-referenced Contract, entitled Standard Contract Terms, parties mutually agree to the following changes in subsections 1.G.1.a, 1.G.1.b, and 1.G.1.d and to the addition of new subsections 1.G.1.e and 1.G.1.f. In the event any subsections are removed, subsequent subsections will not be renumbered.

G. Compensation/Billing

1. Compensation

a. Total contract amount

~~**FY 2022 (July 1,2021 - June 30,2022)**~~
~~Contract Maximum reimbursement shall not exceed **$1,099,810** for the contract period beginning July 1. 2021 and ending June 30. 2022. The contract maximum amount includes all compensation noted in this contract except "special needs" and stipend funding.~~

~~**FY 2023 (July 1,2022 - June 30. 2023)**~~
~~Contract Maximum reimbursement shall not exceed **$1,110,468** for the contract period beginning July 1. 2022 and ending June 30. 2023. The contract maximum amount includes alt compensation noted in this contract except "special needs" and stipend funding.~~

FY 2024 (July 1,2023 - June 30,2024) and FY 2025 (July 1,2024 - June 30. 2025).
Contract Maximum reimbursement shall not exceed **$1,409,371.17** (one million four hundred nine thousand three hundred seventy-one and 17/100 dollars) for FY 2024 and **$1,461,839.28** (one million four hundred sixty-one thousand nine hundred thirty-nine and 28/100 dollars) for FY 2025. The contract maximum amount includes all compensation noted in this contract except transitional assistance funding and the employee wage increase allotment.

b. Offender per diem rates

~~**FY 2022 (Julv 1,2021 - June 30,2022)**~~
~~**Gallatin County Reentry Program:** For the contract period beginning July 1, 2021 and ending June 30, 2022, State will pay Contractor a per diem rate of **$73.10** seventy-three~~

~~and 10/100 dollars) **per offender, per day**. Program capacity at the Gallatin County Reentry Program Facility is **forty (40) male** Reentry beds, with maximum compensations calculated at an Average Daily Population of **forty (40)** beds for the contract year.~~

~~**FY 2023 (July 1,2022 - June 30, 2023)**~~
~~**Gallatin County Reentry Program:** For the contract period beginning July 1, 2022 and ending June 30, 2023, State will pay Contractor a per diem rate of **$73.83** (seventy-three and 83/100 dollars) **per offender, per day**. Program capacity at the Gallatin County Reentry Program Facility is **forty (40) male** Reentry beds, with maximum compensations calculated at an Average Daily Population of **forty (40)** beds for the contract year.~~

FY 2024 (July 1, 2023 - June 30, 2024)
Gallatin County Reentry Program: For the contract period beginning July 1, 2023 and ending June 30, 2024, State will pay Contractor a per diem rate of **$78.26** (seventy-eight and 26/100 dollars) per offender, per day. Program capacity at the Gallatin County Reentry Program Facility is forty-eight (48) male Reentry beds, with maximum compensations calculated at an Average Daily Population of forty-eight (48) beds for the contract year.

FY 2025 (July 1, 2024 - June 30, 2025)
Gallatin County Reentry Program: For the contract period beginning July 1, 2042 and ending June 30, 2025, State will pay Contractor a per diem rate of **$81.39** (eighty-one and 39/100 dollars) per offender, per day. Program capacity at the Gallatin County Reentry Program Facility is forty-eight (48) male Reentry beds, with maximum compensations calculated at an Average Daily Population of forty-eight (48) beds for the contract year.

No changes were made to 1.G.1.c

d. Position compensation (nurse)

~~**FY 2022 (July 1, 2021 - June 30, 2022) and FY 2023 (July 1, 2022 June 30,2023)** State shall pay Contractor up to thirty-two thousand five hundred fifty and 00/100 dollars (**$32,550**) for each Fiscal Year (FY 2022 and FY 2023) for a registered nurse, mental health services, and or addiction counseling or treatment services. The amount of payment for this service will be pro-rated, should these services not be available for an entire fiscal year. Should Contractor provide sick call. Contractor must comply with all applicable laws and regulations regarding practices of nursing and medicine.~~

FY 2024 (July 1, 2023 - June 30, 2024) and FY 2025 (July 1, 2024 - June 30, 2025)
State shall pay Contractor **$34,503.00** (thirty-four thousand five hundred three and 00/100 dollars) for FY 2024 and **$35,883.12** (thirty-five thousand eight hundred eighty-three and 12/100 dollars) for FY 2025 for a registered nurse, mental health services, and or addiction counseling or treatment services. The amount of payment for this service will be pro-rated, should these services not be available for an entire fiscal year. Should Contractor provide sick call, Contractor must comply with all applicable laws and regulations regarding practices of nursing and medicine.

e. Offenders Originating at a Secure Facility

Beginning on January 1, 2024, Contractor will maintain an on-site ratio of 25% of the total facility bed capacity, inclusive of all bed types, of offenders who originated from a secure facility at the onset of their current placement path. The ratio will be calculated on a monthly basis using invoiced bed-days. Secure facilities are identified as Montana State Prison, Montana Women's Prison, Dawson County Correctional Facility, and Crossroads Correctional Facility. State may issue an exception on a month-by-month basis if Contractor can demonstrate that an insufficient number of appropriate referrals were received to meet the required ratio.

f. Contractor Employee Increase Allotment

$43,430.00 for FY 24 and **$86,861.00** for FY 25 will be made available for the purpose of providing CCCS, Inc Gallatin County Reentry employees working on this contract with a $1.00 per hour pay increase, effective on July 1, 2023, and a subsequent $1.00 per hour increase effective on July 1, 2024. **$21,715.00** (twenty-one thousand seven hundred fifteen and 00/100) will be provided to Contractor as an up-front, lump-sum payment in both July and January of FY 24. **$43,430.50** (forty-three thousand four hundred thirty and 50/100) will be provided to Contractor as an up-front, lump-sum payment in both July and January of FY 25. No later than 30 days after the close of each six-month period, Contractor will provide State with a report (template to be provided by State) detailing employees employed during the six-month period, position of each employee, and the number of hours worked, and number of overtime hours worked during the quarter for each of those employees. This report will be used to reconcile the payment amount due for that six-month period with the up-front, lump-sum payment made at the beginning of that six-month period. The payment amount due will be calculated using the hours worked multiplied by the hourly wage increase, plus an additional 20% to account for additional pay-related expenses, such as increased employer taxes or retirement contributions. Should the amount due be greater than the initial up-front payment, the additional amount owed will be paid to Contractor with the next monthly invoice payment. Should the amount due be less than the initial up-front payment, the difference will be deducted from Contractor's next monthly invoice payment. Once the total amount available has been expended, no additional payments will be made. This funding will no longer be available after June 30, 2025. These funds are not included in the overall contract max. As a part of contract monitoring processes, the department may request access to payroll records at any time, for any employee, for the purpose of verifying the raise was provided. Should sufficient funding be available, hourly wage increases in excess of the dollar amounts listed above are allowed, provided that priority is given to employees making less than $75,000 per year. These funds may only be used for wage increases and the associated employee benefits. They may not be used for bonuses or other operating expenses.

Except as modified above, all other terms and conditions of Contract No. **16-010-PPD, including Amendments # 1 through # 3**, remain unchanged.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

DocuSigned by:
Megan Coy 7/18/2023
81BB6FEFC95846B...
Megan Coy, Bureau Chief (Date)
Community, Corrections Facilities and Programs Bureau

Approved as to Form:

DocuSigned by:
Ashley Salmon 7/13/2023
B98C1BE4493E492...
Ashley Salmon, Contracts Officer (Date)
Financial Services Bureau

Approved as to Legal Content:

DocuSigned by:
Iryna O'Connor 7/13/2023
2890DE391609463...
Iryna O'Connor, Legal Counsel (Date)
Legal Services Bureau

CCCS, Inc.
471 E. Mercury
Billings, MT 59701

DocuSigned by:
Mike Thatcher 7/17/2023
887ECE8E425C4D2...
Mike Thatcher, CEO (Date)

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

CONTRACT AMENDMENT NO. 3
GALLATIN COUNTY REENTRY PROGRAM
COMMUNITY, COUNSELING, AND CORRECTIONAL SERVICES, INC.
CONTRACT NO. 16-010-PPD

This CONTRACT AMENDMENT No. **3** amends the above-referenced contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Community, Counseling, and Correctional Services, Inc.**, (Contractor), whose address and phone number are 471 East Mercury, Billings, MT 59701, (406) 782-0417. This Contract is amended for the following purpose(s):

WHEREAS, the State of Montana, Department of Corrections is hereinafter referred to as "State" rather than "Department", in the opening paragraph, all references in the original contract, and all previous amendments.

1) In accordance with Section 1, of the above-referenced contract, entitled Standard Contract Terms, the parties mutually agree to the following changes in subsections 1.A., 1.D., 1.F., 1.G., 1.H., 1.I., 1.J., 1.L., 1.V., 1.W., 1.X. and to the addition of new subsection 1.AB. In the event any subsections are removed, subsequent subsections will not be renumbered. **(New language underlined, deleted language interlined.)**

1. Standard Contract Terms

A. Parties

By this Agreement between the Montana Department of Corrections (~~DEPARTMENT~~ State) and ~~Gallatin County, Montana~~ Community, Counseling, and Correctional Services, Inc. (Contractor) enter into a contract **(16-010-PPD)** (Agreement or Contract) for services to operate the Gallatin County Reentry Program and Facility (collectively "Facility"). The parties' mailing addresses, and telephone numbers, are as follows:

Montana Department of Corrections
~~Probation and Parole Division~~
5 South Last Chance Gulch
PO Box 201301
Helena MT 59620-1301
(406) 444-3930

~~Gallatin County~~ Community, Counseling, and Correctional Services, Inc.
~~311 West Main~~ 471 East Mercury
~~Bozeman, MT 59715~~ Billings, MT 59701
~~(406) 582-3000~~ (406) 782-0417

There are no changes to subsections 1.B. and 1.C.

D. Access to Records – Offender Records/Files/OMIS access

Contractor must follow ~~ACCD 1.5.500 Case Records Management and ACCD 1.5.600 Offender Records Access and Release~~ PFB 6.2.408 PFB Offender Case Records Management. Contractor will follow ~~ACCD 1.7.100 OMIS Access for Contract Facilities~~ PFB 6.1.205 OMIS-Provider Access and Use.

There are no other changes to subsection 1.D.

There are no changes to subsection 1.E.

F. Emergency Preparedness

1. Contractor must follow DOC 3.2.1 Emergency Management, DOC 3.2.1A Emergency Operations Plan, and ~~ACCD 3.2.100 ACCD Facility Escapes/Walk-Aways~~ PFB 6.2.422 Escapes. Contractor shall maintain written procedures to provide for the continued operation of the program in the event of an employee work stoppage, emergency, or disaster. The procedures shall include, but not be limited to: assignment of tasks and responsibilities, instructions for the use of alarm systems, notification of authorities, use of special emergency equipment, and specifications of escape routes and procedures. The emergency evacuation routes shall be posted at highly visible locations and explained to each new offender at orientation. The Facility shall conduct and maintain documentation of quarterly drills and evaluate the effectiveness of disaster procedures.

There are no changes to subsections 1.F.2. and 1.F.3.

4. Use of force by Contractor employees shall be consistent with ~~MDOC Policies, 3.1.8 Use of Force and Restraints~~ PFB 6.2.425 Searches and Contraband and ACCD 3.1.800 Use of Force~~; and MDOC 3.1.17 Searches and Contraband Control and ACCD 3.1.17 Searches and Contraband Control~~.

There are no changes to subsection 1.F.5.

G. Compensation/Billing

There are no changes to the opening paragraph.

1. Compensation

a. Total contract amount

For the contract period of **FY 2023 (July 1, 2022 – June 30, 2023)** State will pay Contractor a one-time inflation payment not to exceed **$7,702.00** (seven thousand seven hundred two and 00/100). This payment will not be counted towards the contract maximum amount.

There are no other changes to subsection 1.G.1.a.

There are no changes to the first two paragraphs in subsection 1.G.1.b.

b. ~~The daily per diem rate paid to CONTRACTOR for transitional living program (TLP) services - provided in accordance with Section 2 (C)(8) of this Agreement - is $21.42 per offender, per day for FY 2016 and $21.85 per offender, per day for FY 2017. CONTRACTOR'S goal is to maintain five (5) offenders in this program at all times and the maximum amount paid to CONTRACTOR, as noted in Section l(G)(l)(a), is based upon this goal and the corresponding dollar amount included in the contract maximum.~~

Contractor shall not exceed the ~~combined~~ total capacity level for the facility except as provided in this paragraph. Capacity levels ~~between~~ for male~~, female, TLP, and ESP~~ beds~~/slots~~ listed above may be adjusted within this ~~combined~~ capacity total to account for occasional population fluctuations. ~~However,~~ Contractor may only exceed the ~~combined~~ total capacity level by ~~five (5) beds or slots (including prerelease, TLP, or ESP), or~~ 5% of the combined capacity number~~, whichever is greater,~~ within a 30 day period. The ~~DEPARTMENT~~ State~~, at its discretion,~~ may request the Contractor exceed its capacity level by ~~more than 5 beds or~~ 5% of the combined capacity number~~, whichever is greater,~~ based on population needs, or other need identified by the ~~DEPARTMENT~~ State. Any adjustments to account for population fluctuations in accordance with this paragraph shall not result in an increase to the total contract maximum for each fiscal year as stated in G. 1. a. of this contract.

During an offender's detention placement, ~~DEPARTMENT~~ State will continue payment to Contractor at the contracted per diem rate to allow Contractor to "hold" the bed until the offender's return. However, upon determination by ~~DEPARTMENT~~ State Hearing Officer that the offender will be returned to a higher level of custody from Contractor detention center, Contractor will discontinue receiving per diem payments for the offender and may immediately fill the bed with another offender.

~~DEPARTMENT~~ State shall pay Contractor for male resident beds left temporarily vacant by offenders who are placed in a jail facility and/or those serving a sanction (and not a revocation), and those administratively transferred for medical or mental health stabilization to the START Program or jail facilities, and who will be returning to the prerelease center they were removed from within a thirty (30) day time period. ~~DEPARTMENT~~ State will not compensate Contractor for sanctions lasting beyond 30 days unless approved in writing by the ~~DEPARTMENT~~ State. Longer stays require Division Administrator or designee approval.

~~DEPARTMENT~~ State will be responsible for paying all offender County jail per diem charges directly to the County. ~~CONTRACTOR will bill offender and collect from funds available in resident account, to the extent deemed reasonable by CONTRACTOR, the DOC-established County Jail per diem rate per offender, per day, for those offenders that serve jail days while in the prerelease program. DEPARTMENT will bill CONTRACTOR the DOC-established County Jail per diem rate per offender, per day, via a monthly invoice, for county jail days billed to DEPARTMENT by the County jail. DEPARTMENT will approve and forward invoice to CONTRACTOR. CONTRACTOR will remit to DEPARTMENT collectable amounts from offenders as determined reasonable by CONTRACTOR. CONTRACTOR shall not be responsible for any amount invoiced, but not paid from resident accounts. Unpaid invoice amounts will not be carried forward from month to month.~~

c. Special Funds (~~Special needs, stipends, sex offenders~~ Transitional Assistance)

~~CONTRACTOR must follow ACCO 5.1.202 Prerelease Stipend and Special Needs Funding. DEPARTMENT may pay CONTRACTOR for expenses related to special needs and or stipend requests for off enders. This amount will not be counted toward the maximum amount paid under the contract in section l(G)(l)(a).~~

Contractor must follow PFB 6.1.204 Transitional Assistance Funds and Rental Vouchers. Transitional Assistance and Rental Voucher funds will not be counted toward the maximum amount paid under the contract in section 1(G)(l)(a).

There are no changes to subsection 1.G.1.d.

2. Billing/Payment

a. All payments made under this Contract shall be made only upon submission by Contractor of an Invoice specifying the amounts due for contractual services rendered during the preceding month and certifying that services requested under the Contract have been performed in accordance with the Contract. Electronic invoices provided by ~~DEPARTMENT~~ State shall be submitted no later than the l0th of each month and shall contain each offender name and ~~(AO)~~ MDOC Identification number ~~(Adult Offender# (AO#))~~ participating in the Gallatin County Reentry Program, the date of Program entry, and date of release, if applicable. ~~CONTRACTOR must follow ACCD 1.2.300 Institutional/Non-institutional.~~

d. Contractor must follow ~~ACCD 1.1.700 Compliance Monitoring~~ PFB 1.1.700 Compliance Monitoring. ~~DEPARTMENT~~ State may withhold payments to Contractor in an amount equal to the additional costs to the DEPARTMENT or $1,000.00 per month, whichever is greater, for failure to perform in accordance with the terms of this Agreement. However, prior to withholding payment, ~~DEPARTMENT~~ State shall notify Contractor, in writing, of its failure to perform. The notice shall specify acts or omissions constituting the default. If Contractor fails to remedy the default or submit an action plan deemed acceptable by ~~DEPARTMENT~~ State within 60 calendar days of receipt of notice (documented by certified mail), ~~DEPARTMENT~~ State may withhold payments. ~~DEPARTMENT~~ State DEPARTMENT may allow Contractor additional time, as appropriate, provided Contractor demonstrates a good faith effort to achieve compliance.

f. ~~CONTRACTOR shall maintain a male population consistency of 50% institutional offenders based on a 95% occupancy rate of total contracted male beds. To determine the male offender population consistency percentage, only male resident beds will be considered. Transitional Living and Enhanced Supervision will not be included in this figure. DEPARTMENT will conduct random audits to determine if CONTRACTOR is maintaining a male population consistency of 50% institutional offenders based on a 95% occupancy rate. If the institutional offender population consistency falls below 50% of the occupancy rate for three (3) consecutive months, with 50% institutional referrals from the DEPARTMENT, DEPARTMENT will deduct 2 % off the current per diem rate on the fourth month to continue on a month to month basis until CONTRACTOR regains the required population consistency. If it is determined DEPARTMENT is not providing at least 50% institutional referrals that meet CONTRACTOR screening committee acceptance criteria no deduction will be made.~~

There are no changes to subsections 1.G.2.b., 1.G.2.c., 1.G.2.e., 1.G.2.g., and 1.G.2.h.

~~H. Agency Assistance~~
~~Not Applicable~~

~~I. Intellectual Property~~
~~All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to DEPARTMENT for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under this contract.~~

J. Compliance with Laws

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

1. State, federal, and local laws

~~CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and ADA Amendments Act of 2008, Section 504 of the Rehabilitation Act of 1973, and Public Law 108-79 Prison Rape Elimination Act and the standards mandated therein. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.~~

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

Affordable Care Act. The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA).

a. Prison Rape Elimination Act

Contractor shall comply with the Prison Rape Elimination Act ~~42~~ 34 U.S.C.~~A.~~ § 3031 et seq. ~~15601ff~~, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy ~~1.3.14~~ 1.1.17, Prison Rape Elimination Act, and ~~ACCD 1.3.1400 PREA~~ PFB 6.2.404 PREA Compliance and Reporting to include incident reporting. Contractor shall establish a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct.

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

~~DEPARTMENT will provide PREA instructor training classes. CONTRACTOR shall be required to send instructor candidates to the instructor PREA training program.~~
Contractor shall require applicable staff to attend ~~the basic PREA training and such~~ ongoing annual training as may be required by law~~, DEPARTMENT~~ State, and Contractor policy. Contractor shall require first-line responders or staff who may be involved in incidents of sexual assault/rape or sexual misconduct to attend specialized PREA training. Contractor shall provide proof of compliance. Contractor shall ensure that during orientation offenders receive Facility orientation and orientation material regarding PREA. Offenders shall be required to sign an acknowledgement of having received the information. Contractor shall report all incidents or suspected incidents of staff misconduct as per MDOC Policy 1.1.6 Priority Incident Reporting and Acting Director System and ~~ACCD 1.1.600 Priority Incident Reporting~~ PPD 1.1.600 Priority Incident Reporting to ~~DEPARTMENTS'~~ State's ~~Prerelease~~ Contract Manager or designee, as well as, all reportable incidents of sexual assault/rape, sexual misconduct or sexual acts involving offenders.

There are no changes to subsections 1.J.2., 1.J.3., 1.J.4., and 1.K.

L. Hold Harmless and Indemnification

1. Contractor agrees to be financially responsible (liable) for any audit exceptions or other financial loss to ~~DEPARTMENT~~ State due to the negligence, intentional acts, or failure for any reason to comply with terms of this Contract.

~~2. CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the DEPARTMENT, its elected and appointed officials, agents and employees from and against all claims, causes of action, damages, losses and expenses, of any kind or character, including but not limited to attorneys' fees and the costs of defense, arising in favor of CONTRACTOR'S employees or third parties on account of bodily injury, sickness, disease, death, personal injury, violation of an offender's constitutional or statutory rights, or to injury to or destruction of tangible property except for such claims, causes of action, damages, losses or expenses which are solely due to the fault or negligence of the party seeking indemnity.~~

2. Contractor shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Contractor's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

   Contractor waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of Contractor on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

There are no changes to subsections 1.M. through 1.U.

~~V. Performance Security/Bond~~
~~Not applicable~~.

~~W. Liquidated Damages~~
~~Not applicable.~~

X. Policy and Procedures Changes and Reference List

Incorporated herein is the ~~DEPARTMENT'S~~ State's applicable ~~ACCD Standard Operating~~ Procedure Manual. Procedures listed in this manual are subject to compliance monitoring once they have gone through the twenty (20) day (working) review/comment period described later in this section. The contractor is not required to comply with policies or Administrative Rules that govern the operations of Probation and Parole unless they are specifically cross-referenced in the body of the policy or Administrative Rule as applicable to the Contractor's operations and have been through the twenty (20)-day (working) review/comment period. Contractor may submit written comments on all revisions as provided for in ~~ACCD 1.1.200 Policy Management System~~ PFB 6.1.200 PFB Procedure Management. If the ~~DEPARTMENT~~ State proposes or considers Administrative Rule or Policy changes affecting Contractor's financial operation or the intent of the Contract, ~~DEPARTMENT~~ State agrees to negotiate these changes with the Contract prior to implementation of said Administrative Rules or Policies. ~~DEPARTMENT~~ State will not implement procedures or policies that affect Contractor's financial operation or the intent of the Contract without mutual agreement. Neither Contractor nor ~~DEPARTMENT~~ State will unreasonably withhold agreement.

~~DEPARTMENT~~ State will only make revisions to the procedure manual after a twenty (20)-day (working) review/comment period by both parties. ~~DEPARTMENT~~ State will conduct quarterly meetings with Facility Directors and Administrators to review and discuss proposed policy changes, and if necessary, conduct a conference call with Contractor prior to the quarterly meeting to discuss and review items of an emergent matter. If parties are in disagreement about policies that do not affect Contractor's financial operations or the intent of the Contract, final approval is at the discretion of ~~DEPARTMENT~~ State.

Upon agreement by both parties, implementation of policy will occur immediately upon finalization and agreement of policy. ~~CONTRACTOR'S compliance with Emergency Preparedness processes will be excluded from the terms outlined above until final written agreement between DEPARTMENT and CONTRACTOR is executed.~~ All current policies and procedures will be maintained on the DOC website with applicable revision dates noted. Those policies with Restricted Distribution (RD) will be forwarded directly to applicable facilities upon finalization and revision.

Contractor must follow ~~ACCD Procedure Manual~~ and ~~ACCD 1.1.200 Procedure Management System.~~ PFB 6.1.200 PFB Procedure Management and the applicable Procedure Manual.

There are no changes to subsections 1.Y., 1.Z., and 1.AA.

AB. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§

35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sosmt.gov.

2) In accordance with Section 2, of the above-referenced contract, entitled Program Requirements and Design, the parties mutually agree to the following changes to subsections 2.A., 2.B., 2.C. and to the addition of new subsection 2.C.17. In the event any subsections are removed, subsequent subsections will not be renumbered. **(New language underlined, deleted language interlined.)**

A. Performance Measures

1. Statistical reports

Contractor must follow ~~ACCD 1.6.200 Statistical Reports~~ PFB 6.2.409 Statistical Contractor Reports.

2. Outcome Measures

Contractor shall follow PFB 6.2.409 Statistical Contractor Reports.

B. Screening/Eligibility

Contractor must follow ~~ACCD 4.1.100 Screenings for Incarcerated Adult Offenders~~ PPD 4.1.100 Screenings for Adult Offender Placement.

C. Programming and Curriculum (Specific to RFP or Previous Contracts)

1. Contractor must follow ~~ACCD 5.1 .202 PRC Program Structure~~ PFB 6.2.407 Program Structures.

~~2. CP&R~~
~~CONTRACTOR must follow ACCD 5.3.100 CP&R.~~

~~3. Criminal Thinking Errors~~
~~CONTRACTOR must follow ACCD 5.3.200 Criminal Thinking Errors (CTE).~~

~~4. Anger Management~~
~~CONTRACTOR must follow ACCD 5.3.300 Anger Management~~

~~5. Chemical Dependency Programming~~
~~CONTRACTOR must follow ACCD 5.4.100 Chemical Dependency~~.
Contractor must follow PFB 6.2.459 Treatment and Programs for Adult Offenders.

6. Victim Services
Contractor must follow ~~ACCD 1.8.100 Victim Services, ACCD 1.8.101 Victim-Offender Dialogue, ACCD 1.8.200 Victim Impact Panels, and ACCD 5.3.400 Victimology~~ PFB 6.2.411 Victim Services.

~~7. KNIGHTS~~
~~Not Applicable.~~

~~8. Transitional Living Program (TLP)~~
~~Not Applicable.~~

~~9. Enhanced Supervision Program (ESP)~~
~~Not Applicable.~~

~~10. WATCh related programs~~
~~Not Applicable.~~

~~11. Booter Aftercare~~
~~Not Applicable.~~

~~13. Extended Treatment Program (ETP)~~
~~Not Applicable.~~

~~14. Culinary Arts Program (CAP)~~
~~Not Applicable.~~

~~15. ADT Probation Sanction Program~~
~~Not Applicable.~~

~~16. Sex Offender Placement~~
~~Not Applicable.~~

17. Risk and Needs Assessment
Contractor must follow PPD 1.5.1200 Risk and Needs Assessments for Adult Case Management.

There are no changes to 2.C.12.

3) In accordance with Section 3, of the above-referenced contract, entitled Offender Management, the parties mutually agree to the following changes to subsections 3.A., 3.B., 3.C., 3.D., 3.E., 3.F., 3.G., 3.H., 3.I., 3.J., 3.K. In the event any subsections are removed, subsequent subsections will not be renumbered. **(New language underlined, deleted language interlined.)**

A. Offender Reports

Contractor must follow ~~1.6.300 Contractor Reports~~ PFB 6.2.409 Statistical and Contractor Reports.

B. Offender fees/fines/R&B

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

Contractor must follow ~~ACCD 1.2.700 Offender Money Management~~ PFB 6.2.407 Program Structures.

C. Length of Stay (LOSs)

Contractor must follow ~~ACCD 5.1.102 Length of Stays~~ PFB 6.2.437 Lengths of Stay.

D. Offender Misconduct & Removal from Facility

Contractor must follow ~~ACCD 3.4.100 Offender Discipline and ACCD 3.4.101 Disciplinary Codes.~~ PFB 6.2.424 Disciplinary Process in Contract Facilities.

~~1. Detention~~
~~CONTRACTOR must follow ACCD 3.4.102 Offender Removal and Detention. CONTRACTOR will follow ACCD 5.1.104 Warrants for Offenders in ACCD Programs/Facilities.~~

2. Unlawful Offender Behavior
Contractor shall report allegations of criminal conduct of offenders to local law enforcement officials and ~~DEPARTMENT~~ State. Contractor shall cooperate with any administrative or criminal investigation regarding an offender. ~~In accordance with P&P 40-2, Offender Informants, u~~ Under no circumstances may an offender be permitted to act as an operative/informant (i.e. actively engaging in "controlled enforcement" activities that would ordinarily be considered a violation of the law) for law enforcement officials.

E. Escape

Contractor must follow ~~ACCD 3.2.100 Escape~~ PFB 6.2.422 Facility Escapes.

F. Transportation/Travel/Driving Privileges

Contractor must follow ~~ACCD 5.1.103 Offender Travel~~ PFB 6.2.433 Facility Offender Travel.

G. Administrative Transfer/~~Overrides~~

Contractor must follow ~~ACCD 4.6.200 Administrative Transfers/Overrides~~ PFB 6.1.202 Administrative Transfers.

H. Security/Counts

1. Contractor must follow:

There are no changes to a., b., or c.

d. ~~ACCD 3.1.1300 Key Control and ACCD 3.1.1400 Tool Control~~ PFB 6.2.431 Key and Tool Controls.
e. ~~ACCD 3.1.1700 Searches and Contraband Control~~ PFB 6.2.425 Searches and Contraband Control.

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

f. ~~ACCD 3.1.500 Entrance Procedures~~ PFB 6.2.426 Entrance and Visitation Procedures.
g. ~~ACCD 3.1.300 Logs and Record-Keeping Systems~~ PFB 6.2.412 Logs and Record-Keeping Systems.

I. Drug/Alcohol Testing/UAs

Contractor must follow ~~ACCD 3.1.2000 Offender Drug and Alcohol Testing Program~~ PFB 6.2.432 Facility Offender Substance Use Testing.

J. Healthcare

Contractor must follow ACCD ~~4.5.200 Healthcare Responsibilities~~ PPD 4.5.200 Health Care Responsibilities, ~~ACCD 4.5.201 Urgent and Emergent Pre-Authorization Process,~~ ACCD 4.5.1600 Offender Non-Emergency Health Requests, ~~ACCD 4.5.202 Inmate Worker Healthcare~~ PPD 5.1.101 Inmate Worker, ACCD 4.5.1000 Level of Therapeutic Care, ~~ACCD 4.5.1500 Offender Health Care Access~~ PPD 4.5.1500 Offender Health Care Access, ACCD 4.5.1700 Offender Sick Call, ~~and ACCD 4.5.2000 Emergency Medical Services~~ PPD 4.5.2000 Emergency Medical Services, ACCD 4.5.300 Medical Autonomy, ACCD 4.5.400 Health Care Credentialing, ACCD 4.5.1100 Infection Control Program, ACCD 4.5.1400 Alt-Secure Offender Intake Health Screenings, ACCD 4.5.1401 Prerelease Resident Intake Health Screenings, ACCD 4.5.1900 Nursing Assessment Protocols, and PPD 4.5.2500 Pharmaceuticals.

K. Offender Rights

1. Religion

Contractor must follow ~~ACCD 5.6.100 Religion~~ PFB 6.2.461 Religious Activity.

2. Grievances

Contractor must follow ~~ACCD 3.3.300 Grievances~~ PFB 6.1.206 PFB Offender Grievance Appeals.

3. Property/Clothing

Contractor must follow ~~ACCD 4.1.300 Property~~ PFB 6.2.421 Offender Personal Property.

~~4. Canteen~~

~~Not applicable~~

There are no changes to subsection 3.K.5.

6. Telephone

Contractor must follow ~~ACCD 3.3.700 Telephone~~ PFB 6.2.428 Telephone Use in PFB Contract Facilities.

7. Visitation

Contractor must follow ~~ACCD 3.3.800 Visitation~~ PFB 6.2.426 Entrance and Visitation Procedures.

4) In accordance with Section 4, of the above-referenced contract, entitled Facility Management, the parties mutually agree to the following changes to subsections 4.A., 4.B., 4.C. In the event any subsections are removed, subsequent subsections will not be renumbered. **(New language underlined, deleted language interlined.)**

A. Facility Administration

Gallatin County Reentry Program is located in Bozeman, Montana. The physical address of the Gallatin County Reentry Program is: 675 South 16th Avenue, Bozeman, Montana 59715. The Gallatin County Reentry Program will house up to ~~34~~ 40 prerelease offenders.

There are no changes to 4.A.1. and 4.A.2.

3. Inmate Worker Position

Contractor must follow ~~ACCD 5.1.101 Inmate Workers~~ PPD 5.1.101 Inmate Workers.

There are no changes to 4.A.4.

B. Food Service

Contractor must follow ~~ACCD 4.3.100 Food Services~~ PFB 6.2.429 Food Services.

C. Staffing/Certification/Training

To promote public safety and offender accountability, staffing must be adequate to meet safety and Program needs and shall be established in agreement with MDOC and in accordance with ~~the following policies and procedures:~~ PFB 6.2.406 Staffing Requirements and Training.

~~1. Staff Recruitment/Selection/Licensure/Certification~~
~~CONTRACTOR must follow ACCD 1.3.400 Staff Recruitment, Selection, and Licensure/Certification.~~

~~2. Staffing Plans/Patterns~~
~~CONTRACTOR must follow ACCD 1.3.401 Staffing Plans/Patterns.~~

~~3. Staff Training~~
~~CONTRACTOR must follow ACCD 1.4.100 Staff Training.~~

4. Background Staff Investigations
Contractor must follow ~~ACCD 1.3.402 Background Investigations~~ PFB 6.2.402 Background Checks.

Except as modified above, all other terms and conditions of Contract No. **16-010-PPD, including Amendments #1 and #2**, remain unchanged.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

DocuSigned by:
Megan Coy 1/5/2023
81BB6FEFC95846B...
Megan Coy, Bureau Chief (Date)
Community, Corrections Facilities
and Programs Bureau

CCCS, Inc.
471 East Mercury
Billings, MT 59701

DocuSigned by:
Mike Thatcher 1/5/2023
887ECE8E425C4D2...
Mike Thatcher, CEO (Date)

Approved as to Form:

DocuSigned by:
Ashley Salmon 1/5/2023
B98C1BE4493E492...
Ashley Salmon, Contracts Officer (Date)
Financial Services Bureau

Approved as to Legal Content:

DocuSigned by:
1/5/2023
41E915492B274F4...
Molenda McCarty, Legal Counsel (Date)
Legal Services Bureau

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

CONTRACT AMENDMENT NO. 2
GALLATIN COUNTY REENTRY PROGRAM
COMMUNITY, COUNSELING, and CORRECTIONAL SERVICES, INC.
CONTRACT NO: 16-010-PPD

This CONTRACT AMENDMENT No. 2 amends the above-referenced contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, (406) 444-3930 and **Community, Counseling, and Correctional Services, Inc.** (Contractor), whose address and phone number are 471 East Mercury St., Butte, MT 59701, (406) 782-0417. This Contract is amended for the following purpose(s):

Whereas the parties mutually agree to the removal of all references in the original Contract and Amendment 1 to the Transitional Living Program (TLP) as it no longer exists.

1) In accordance with Section 1 of the above referenced Contract, entitled Standard Contract Terms, the parties mutually agree to the following changes in subsection 1.B., 1.C., and 1.G. **(The referenced Sections will read as follows with new language underlined).**

1.B. Time of Performance.

1.B.1 This Contract is effective upon final contract signature and shall terminate on June 30, 2025, unless terminated earlier in accordance with the terms of this contract.

No changes to 1.B.2 through 1.B.4.

1.C. Liaisons and Notice. In order to effectively administer this contract, each party has appointed the following liaisons.

1.C.1. The Liaisons for State are:

Operational Issues:	Facilities & Programs Bureau Chief, or designee
Contract Issues:	Prerelease Contract Manager
Notice/Litigation:	Chief General Counsel
Emergency Contact:	Prerelease Contract Manager

1.C.2. The Liaisons for Contractor are:

Operational Issues:	CCCS, Inc. Program Administrator
Contract Issues:	CCCS, Inc. Chief Executive Officer
Notice/Litigation:	CCCS, inc. Chief Executive Officer

Replacement of the positions identified herein shall be accomplished by written notice to the other party. All notices, reports, billings, and correspondence to the respective parties of this Contract shall be sent to the attention of the appropriate liaison in the positions listed above.

No changes to 1.D through 1.F

1.G Compensation/Billing. State agrees to pay a daily per diem rate where "daily" means each day, or part of a day, including the first but not the last day of program

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

participation/confinement. This applies to each subsection listed under Section G (1) below. For subsequent negotiations, State will compensate Contractor at the new negotiated rates effective July 1st of the beginning of the Fiscal Year if a new contract amendment has been signed by all the parties. The parties may extend final Contract signature to July 31st if there are extenuating circumstances (e.g. special sessions, pending legal opinion, or per statutory effective date). Contract approval will not be unreasonably withheld by either party. Should there be extenuating circumstances beyond July 31st, State will pay the new negotiated rates to Contractor beginning on the first day of the month following the date of the last signature. If the parties cannot agree to the Contract terms by July 31st, the parties will resolve the impasse with mediation and the cost of mediation will be split equally be the parties. State shall compensate Contractor for successful delivery of the services provided pursuant to Contract in the following manner:

1.G.1. Compensation:

a. Total contract amount

FY 2022 (July 1, 2021 – June 30, 2022)
Contract Maximum reimbursement shall not exceed **$1,099,810** for the contract period beginning July 1, 2021 and ending June 30, 2022. The contract maximum amount includes all compensation noted in this contract except "special needs" and stipend funding.

FY 2023 (July 1, 2022 – June 30, 2023)
Contract Maximum reimbursement shall not exceed **$1,110,468** for the contract period beginning July 1, 2022 and ending June 30, 2023. The contract maximum amount includes all compensation noted in this contract except "special needs" and stipend funding.

b. Offender per diem rates

FY 2022 (July 1, 2021 – June 30, 2022)

Gallatin County Reentry Program: For the contract period beginning July 1, 2021 and ending June 30, 2022, State will pay Contractor a per diem rate of **$73.10** (seventy-three and 10/100 dollars) **per offender, per day.** Program capacity at the Gallatin County Reentry Program Facility is **forty (40) male** Reentry beds, with maximum compensations calculated at an Average Daily Population of **forty (40)** beds for the contract year.

FY 2023 (July 1, 2022 – June 30, 2023)

Gallatin County Reentry Program: For the contract period beginning July 1, 2022 and ending June 30, 2023, State will pay Contractor a per diem rate of **$73.83** (seventy-three and 83/100 dollars) **per offender, per day.** Program capacity at the Gallatin County Reentry Program Facility is **forty (40) male** Reentry beds, with maximum compensations calculated at an Average Daily Population of **forty (40)** beds for the contract year.

The remainder of this section remains unchanged with the exception of the removal of all references to the Transitional Living Program (TLP).

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

No changes to 1.G.1.c.

d. Position compensation (nurse)

FY 2022 (July 1, 2021 – June 30, 2022) and FY 2023 (July 1, 2022 – June 30, 2023)

State shall pay Contractor up to thirty-two thousand five hundred fifty and 00/100 dollars ($32,550) for each Fiscal Year (FY 2022 and FY 2023) for a registered nurse, mental health services, and or addiction counseling or treatment services. The amount of payment for this service will be pro-rated, should these services not be available for an entire fiscal year. Should Contractor provide sick call, Contractor must comply with all applicable laws and regulations regarding practices of nursing and medicine.

Except as modified above, all other terms and conditions of Contract No. **16-010-PPD, including Amendment #1,** remain unchanged.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

6/30/2022

Megan Coy, Bureau Chief (Date)
Community Corrections Facilities
and Programs Bureau

CCCS, Inc.
471 East Mercury St.
Butte, MT 59701

6/30/22

Mike Thatcher, CEO (Date)

Approved as to Form:

Carleen Green 6/29/2022

Carleen Green, Contracts Manager (Date)
Financial Services Bureau

Approved as to Legal Content:

June 29, 2022

Molenda McCarty, Legal Counsel (Date)
Legal Services Bureau

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

NOVATION AGREEMENT
FOR CONTRACT NO. MDOC # 16-010-PPD

GALLATIN COUNTY (or "Transferor"), a unit of local government under the laws of the State of Montana, whose address is 311 West Main, Bozeman, MT 59715; Community, Counseling and Correctional Services, Inc. ("CCCS, Inc." or "Transferee"), a non-profit business corporation organized and existing under the laws of State of Montana whose address is 471 East Mercury, Butte, MT 59701; and, the Department of Corrections (Department), an agency of the State of Montana, 5 So. Last Chance Gulch, P.O. Box 201301, Helena, MT 59620-1301 collectively enter into this Novation Agreement, pursuant to §28-1-1502, MCA.

BACKGROUND

(A) In September 2015, the Department and Gallatin County entered into contract MDOC # 16-010-PPD (hereafter, "the MAIN CONTRACT") for operation by Gallatin County of a reentry program for offenders under Department jurisdiction. (EXHIBIT A). At all times pertinent, Gallatin County's reentry program has been operated in a modular facility situated on county property adjacent to the Law and Justice Center in Bozeman, MT at 675 S. 166 Street, Bozeman, MT 59715. The MAIN CONTRACT remains in full force and effect, pursuant to Sec. 1.B., subsections 1 and 2 thereof.

(B) Concurrently with the execution of the above-referenced MAIN CONTRACT, Gallatin County entered into a SUBCONTRACT with CCCS, Inc., the successful offeror in a competitive procurement process, whereby CCCS, Inc. took assignment of the county's rights and obligations under the MAIN CONTRACT to operate the offender reentry program. (EXHIBIT B). Gallatin County remained secondarily responsible to Department to perform the MAIN CONTRACT in event of CCCS, Inc.'s nonperformance of the SUBCONTRACT.

INTENT OF PARTIES TO NOVATION AGREEMENT

Gallatin County and CCCS, Inc. intend hereby:

- to cancel their above-referenced SUBCONTRACT;
- for CCCS, Inc. to be substituted for Gallatin County as a party to the MAIN CONTRACT with the Department;
- for all of Gallatin County's rights and obligations under the MAIN CONTRACT to operate an offender reentry program at the site referred to above, to be transferred to and performed by CCCS, Inc. as of the effective date of this Novation Agreement; and
- for Gallatin County's rights and obligations under the MAIN CONTRACT to thereby be fully and finally extinguished without recourse.

The Department concurs with the foregoing as it pertains to the MAIN CONTRACT to which it is a party.

Accordingly,

(A) The above-referenced SUBCONTRACT between Gallatin County and CCCS, Inc. is hereby cancelled.

(B) Gallatin County (the Transferor) hereby transfers to CCCS, Inc. (the Transferee) all of Transferor's rights and obligations under the MAIN CONTRACT.

(C) The Transferee (CCCS, Inc.) hereby assumes all of the Transferor's rights, obligations and liabilities under the MAIN CONTRACT.

(D) The Transferee (CCCS, Inc.) represents that it is willing and able to fully perform all of Transferor's (Gallatin County's) said contract obligations. Department represents that it has done its due diligence

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

and concurs that Transferee is fully competent and able to continue to operate the reentry program under contract to the Department pursuant to this Novation Agreement, as it has done for years in the capacity of a subcontractor of Gallatin County.

(E) It is in the Department's best interest to recognize and the Department does hereby recognize the Transferee (CCCS, INC.) as the successor to Contractor Gallatin County under the MAIN CONTRACT.

THE PARTIES THEREFORE AGREE:

The effective date of this Novation Agreement is June 1, 2021. As of the effective date:

(1) The Transferor confirms the transfer to the Transferee of its rights and obligations under the MAIN CONTRACT and waives any claims and rights against the Department that it now has or may have in the future regarding the MAIN CONTRACT. This waiver does not apply to any claims or rights for services rendered and payments owed to Transferor under the MAIN CONTRACT, accrued between the start of the current fiscal year (July 1, 2020) and the effective date of the Novation Agreement.

(2) The Transferee agrees to be bound by and to perform the MAIN CONTRACT, following the terms and conditions contained therein. Transferee agrees that it hereby assumes all obligations and liabilities of, and all claims against, the Transferor under the MAIN CONTRACT as if the Transferee were the original party to the MAIN CONTRACT.

(3) The Transferee ratifies all previous actions taken by the Transferor regarding the MAIN CONTRACT.

(4) The Department recognizes the Transferee as the Transferor's successor-in-interest to the MAIN CONTRACT. The Transferee is entitled to all the Transferor's contract rights as if the Transferee was the original contracting party.

(5) Transferor's rights and obligations under the contract are fully and finally extinguished.

(6) The Department's release of Transferor from its obligations and liabilities under the contract does not constitute a waiver or release of Transferee from any obligations, liabilities or claims the Department would have against the Transferor but for the Transferee's assumption of same under the transfer of rights and obligations pursuant to this Novation Agreement.

(7) All contract payments and reimbursements the Department has made previously to the Transferor, and all other previous contract actions the Department has taken, have discharged those obligations. The Department remains liable for any contractual obligations owed to Transferor which have accrued prior to the effective date of the Novation Agreement. All payments and reimbursements the Department makes for services rendered prior to the effective date of this Novation Agreement, in the name of or to the Transferor, (i) have the same force and effect as if made to the Transferee, and (ii) constitute a complete discharge of the Department's obligations under the contract to the extent of the amounts paid or reimbursed.

(8) The Transferor and the Transferee agree that the Department is not obligated to pay or reimburse either of them for any costs, taxes, or other expenses directly or indirectly arising out of or resulting from the transfer of the MAIN CONTRACT, i.e., the substitution of CCCS, Inc. for Gallatin County in the MAIN CONTRACT, pursuant to this Novation Agreement. The exception is those contract payments and reimbursements the Department--in the absence of this transfer or Novation Agreement--would have been obligated to pay or reimburse.

(9) The MAIN CONTRACT remains unchanged except as modified by this Novation Agreement with the substitution of Transferee for Transferor as the party to the MAIN CONTRACT with the Department.

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

(10) Concurrently with execution of this Novation Agreement, the Department and Transferee (CCCS, Inc.), will execute an amendment to the MAIN CONTRACT, formalizing the substitution of the Transferee for the Transferor (Gallatin County).

EXECUTION IN COUNTERPARTS. This Novation Agreement may be signed in counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same agreement. This Agreement may be executed by facsimile or electronic signature by any party and such signature shall be deemed binding for all purposes.

STATE OF MONTANA
Department of Corrections

BY: _____ DATE: 5/21/2021
Megan Coy, Bureau Chief
Programs and Facilities Bureau

Approved as to Legal Content:

Colleen Rambow May 21, 2021
Legal Counsel (Date)

GALLATIN COUNTY

BY: _____ DATE: 6/15/21
Scott MacFarlane, Chairman
Gallatin County Commission

Approved as to Legal Content:

_____
Legal Counsel, Gallatin County (Date)

Community, Counseling and Correctional Services, Inc.

BY: _____ DATE: _____
Mike Thatcher, Chief Executive Officer

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

(10) Concurrently with execution of this Novation Agreement, the Department and Transferee (CCCS, Inc.), will execute an amendment to the MAIN CONTRACT, formalizing the substitution of the Transferee for the Transferor (Gallatin County).

EXECUTION IN COUNTERPARTS. This Novation Agreement may be signed in counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same agreement. This Agreement may be executed by facsimile or electronic signature by any party and such signature shall be deemed binding for all purposes.

STATE OF MONTANA
Department of Corrections

BY: _____ DATE: _____
Megan Coy, Bureau Chief
Programs and Facilities Bureau

Approved as to Legal Content:

_____
Legal Counsel (Date)

GALLATIN COUNTY

BY: _____ DATE: _____
Scott MacFarlane, Chairman
Gallatin County Commission

Approved as to Legal Content:

5/20/21
Legal Counsel, Gallatin County (Date)

Community, Counseling and Correctional Services, Inc.

BY: _____ DATE: 5/10/21
Mike Thatcher, Chief Executive Officer

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

(10) Concurrently with execution of this Novation Agreement, the Department and Transferee (CCCS, Inc.), will execute an amendment to the MAIN CONTRACT, formalizing the substitution of the Transferee for the Transferor (Gallatin County).

EXECUTION IN COUNTERPARTS. This Novation Agreement may be signed in counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same agreement. This Agreement may be executed by facsimile or electronic signature by any party and such signature shall be deemed binding for all purposes.

STATE OF MONTANA
Department of Corrections

BY: _____ DATE: _____
Megan Coy, Bureau Chief
Programs and Facilities Bureau

Approved as to Legal Content:

_____
Legal Counsel (Date)

GALLATIN COUNTY

BY: _____ DATE: 6/15/21
Scott MacFarlane, Chairman
Gallatin County Commission

Approved as to Legal Content:

_____ 5/20/21
Legal Counsel, Gallatin County (Date)

Community, Counseling and Correctional Services, Inc.

BY: _____ DATE: 5/10/21
Mike Thatcher, Chief Executive Officer

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

CONTRACT AMENDMENT NO. 1
CONTRACT FOR GALLATIN COUNTY REENTRY PROGRAM
CONTRACT NO.: MDOC # 16-010-PPD

This Amendment No. 1 to Contract No. MDOC # 16-010-PPD is entered into by and between the State of Montana, Department of Corrections, ("the State"), whose address is 5 So. Last Chance Gulch, P.O. Box 201301, Helena, MT 59620-1301; Gallatin County ("Transferor"), whose address is 311 West Main, Bozeman, MT 59715 and Community, Counseling and Correctional Services, Inc., ("CCCS, Inc." or "the Contractor"), whose address is 471 East Mercury, Butte, MT 59701.

The Contract referred to above is amended for the following purpose(s):

Effective June 1, 2021, Gallatin County (Transferor) via a Novation Agreement, a copy of which is attached hereto as Exhibit 1, transferred to Contractor all rights and obligations of this Contract.

The Contractor has assumed all of Transferor's obligations and liabilities under the Contract arising from the Novation Agreement. The Contractor is willing and able to fully perform all obligations under the Contract.

Following the effective date of this Amendment, the term "Contractor" as used in this Contract refers to Community, Counseling and Correctional Services, Inc.

This Contract shall remain in full force and effect, except as modified by this Amendment. Each party's authorized representative has executed this Amendment as of the day and year written below.

EXECUTION IN COUNTERPARTS. This Contract Amendment may be signed in counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same agreement. This Contract Amendment may be executed by facsimile or electronic signature by any party and such signature shall be deemed binding for all purposes.

STATE OF MONTANA
Department of Corrections

BY: _____ DATE: _____
Megan Coy, Administrator
Programs and Facilities Bureau

Approved as to Legal Content:

_____
Legal Counsel (Date)

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

CONTRACT AMENDMENT NO. 1
CONTRACT FOR GALLATIN COUNTY REENTRY PROGRAM
CONTRACT NO.: MDOC # 16-010-PPD

This Amendment No. 1 to Contract No. MDOC # 16-010-PPD is entered into by and between the State of Montana, Department of Corrections, ("the State"), whose address is 5 So. Last Chance Gulch, P.O. Box 201301, Helena, MT 59620-1301; Gallatin County ("Transferor"), whose address is 311 West Main, Bozeman, MT 59715 and Community, Counseling and Correctional Services, Inc., ("CCCS, Inc." or "the Contractor"), whose address is 471 East Mercury, Butte, MT 59701.

The Contract referred to above is amended for the following purpose(s):

Effective June 1, 2021, Gallatin County (Transferor) via a Novation Agreement, a copy of which is attached hereto as Exhibit 1, transferred to Contractor all rights and obligations of this Contract.

The Contractor has assumed all of Transferor's obligations and liabilities under the Contract arising from the Novation Agreement. The Contractor is willing and able to fully perform all obligations under the Contract.

Following the effective date of this Amendment, the term "Contractor" as used in this Contract refers to Community, Counseling and Correctional Services, Inc.

This Contract shall remain in full force and effect, except as modified by this Amendment. Each party's authorized representative has executed this Amendment as of the day and year written below.

EXECUTION IN COUNTERPARTS. This Contract Amendment may be signed in counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same agreement. This Contract Amendment may be executed by facsimile or electronic signature by any party and such signature shall be deemed binding for all purposes.

STATE OF MONTANA
Department of Corrections

BY: _____ DATE: 5/21/2021
Megan Coy, Administrator
Programs and Facilities Bureau

Approved as to Legal Content:

Colleen Ambrose 5/21/21
Legal Counsel (Date)

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

GALLATIN COUNTY

BY: _____ DATE: 6/15/21
Scott MacFarlane, Chairman
Gallatin County Commission

Approved as to Legal Content:

_____ 5/20/21
Legal Counsel, Gallatin County (Date)

Community, Counseling and Correctional Services, Inc.

BY: _____ DATE: 5/18/21
Mike Thatcher, Chief Executive Officer

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

GALLATIN COUNTY REENTRY PROGRAM

1. Standard Contract Terms

A. Parties

By this Agreement between the Montana Department of Corrections (DEPARTMENT) and Gallatin County, Montana (CONTRACTOR) enter into a contract **(16-010-PPD)** (Agreement or Contract) for services to operate the Gallatin County Reentry Program and Facility (collectively "Facility"). The parties' mailing addresses, and telephone numbers, are as follows:

Montana Department of Corrections
Probation and Parole Division
5 South Last Chance Gulch
PO Box 201301
Helena MT 59620-1301
(406) 444-3930

Gallatin County

311 West Main
Bozeman, MT 59715
(406) 582-3000

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

This Contract shall replace the previous Contract (05-029-ACCD Revised FY - 14) in its entirety upon receipt of signatures by all parties.

The parties agree that, subject to the requirements in Section O below, CONTRACTOR may contract with or assign the contract to another entity to operate the Facility. If the word "OPERATOR" is used in this contract it shall mean the entity that operates the Facility, whether that is CONTRACTOR or any other subcontractor or assignee entity.

B. Time of Performance

1. This Contract is effective upon final contract signature and shall terminate on June 30, 2017, unless terminated earlier in accordance with the terms of this Contract.

2. Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

3. It is understood and agreed that this Contract is dependent upon appropriation of funds for this Contract by the Montana Legislature. Further, the parties recognize that the act of appropriation is a legislative act. DEPARTMENT agrees to take such action as is necessary under the laws applicable to the State to timely and properly budget for and request the appropriation of funds from the Legislature of the State of Montana which will permit DEPARTMENT to make all payments required under this Contract.

4. Every two years, during the Contract period noted in (B)(1), the parties will arrange to meet to negotiate the terms of this contract.

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

C. Liaisons and Notice

In order to effectively administer this contract, each party has appointed the following contract persons:

1. The Contact Persons for DEPARTMENT are:

Operational Issues:	Probation and Parole Division Administrator or designee
Contract Issues:	Prerelease Contract Manager
Notice/Litigation:	Chief General Counsel
Emergency Contact:	Prerelease Contract Manager

2. The Contact Persons for CONTRACTOR are:

Operational Issues:	County Director of Court Services or designee
Contract Issues:	County Director of Court Services
Notice/Litigation:	County Commission

Replacement of the positions identified herein shall be accomplished by written notice to the other party. All notices, reports, billings, and correspondence to the respective parties of this Contract shall be sent to the attention of the appropriate person in the positions listed above.

D. Access to Records – Offender Records/Files/OMIS access

CONTRACTOR must follow ACCD 1.5.500 Case Records Management and ACCD 1.5.600 Offender Records Access and Release. CONTRACTOR will follow ACCD 1.7.100 OMIS Access for Contract Facilities.

CONTRACTOR agrees to provide offender information to the Department through the Offender Management Information System (OMIS) by following ACCD 1.7.200 OMIS Entry. The DEPARTMENT will be responsible for the training and procedural guidelines of information in this procedure that must be entered into the system

E. Access to Facility

With reasonable notice, DEPARTMENT employees, the Legislative Auditors Office, the Governor's Office, the Board of Pardons and Parole, and members of the Legislature shall have access to the Facility to allow for observation of the Program and its operation.

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). Access shall include, but not be limited to; program and financial records, CONTRACTORS staff, and offenders housed in the Facility. All such persons desiring access to the Facility shall be subject to CONTRACTOR'S routine security inspection. CONTRACTOR shall be given reasonable advance notice to accommodate organized tours of the Facility.

F. Emergency Preparedness

1. CONTRACTOR must follow DOC 3.2.1 Emergency Management, DOC 3.2.1 Emergency Operations Plan, ACCD 3.2.100 ACCD Facility Escapes/Walk-Aways. CONTRACTOR shall maintain written procedures to provide for the continued operation of the program in the event of an

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

employee work stoppage, emergency, or disaster. The procedures shall include, but not be limited to: assignment of tasks and responsibilities, instructions for the use of alarm systems, notification of authorities, use of special emergency equipment, and specifications of escape routes and procedures. The emergency evacuation routes shall be posted at highly visible locations and explained to each new offender at orientation. The Facility shall conduct and maintain documentation of quarterly drills and evaluate the effectiveness of disaster procedures.

2. CONTRACTOR must have a written Contingency Plan approved by DEPARTMENT that addresses the following:

    a. An identified alternate location for offenders to reside temporarily for approximately a ninety (90) day duration, that provides adequate life support resources (i.e. food, shelter, water, personal hygiene) in the event of a natural or man-made event (i.e. earthquake, wildfire, prolonged/catastrophic utility failure, etc.) which renders the facility uninhabitable.

3. Work stoppage

    CONTRACTOR shall develop and maintain an emergency plan that addresses staffing during sick outs, strikes, and work stoppages at the Program and shall notify Local law enforcement personnel and the Prerelease Contract Manager or designee once it becomes apparent that the Gallatin County Reentry Program may become or, actually becomes, subject to a sick out, strike, or work stoppage.

4. Use of force

    Use of force by CONTRACTOR employees shall be consistent with MDOC Policies, 3.1.8 Use of Force and Restraints and ACCD 3.1.800 Use of Force; and MDOC 3.1.17 Searches and Contraband Control and ACCD 3.1.17 Searches and Contraband Control.

    The use or possession of firearms or gases for control of offenders will be consistent with state law and MDOC policies and procedures. Additionally, all such items will be prohibited at the facility except by local law enforcement and MDOC officials. The Gallatin County Reentry Program will have appropriate storage for firearms, etc. that may be brought on-site by local law enforcement personnel or transport officials.

5. Assumed control/Emergency Operation of Facility by CONTRACTOR and/or DEPARTMENT

    CONTRACTOR shall submit a detailed plan [to DEPARTMENT for review and approval] that identifies how the facility/program will cooperatively work with other jurisdictions to effectively coordinate the continuity of operations of the facility/program in the event of an emergency, consistent with federal guidelines.
    The plan shall address offender disturbances, employee work stoppages, strikes, weather-related damages, or other serious events as outlined in DOC Policy 3.2.1 Emergency Management.

    The plan shall also address the assumption of operations of the program or facility by DEPARTMENT in the event of CONTRACTOR'S bankruptcy or financial insolvency or if CONTRACTOR is unable to operate the facility.

G. Compensation/Billing

DEPARTMENT agrees to pay a daily per diem rate where "daily" means each day, or part of a day, including the first but not the last day of program participation/confinement. This applies to each subsection listed under Section G (1) below. For subsequent negotiations, DEPARTMENT will compensate CONTRACTOR at new negotiated rates effective July 1st of the beginning of the Fiscal Year if a new contract amendment has been signed by all the parties. The parties may extend final Contract signature to July 31st if there are extenuating circumstances (e.g. special sessions, pending legal opinion, or per statutory effective date). Contract approval will not be unreasonably withheld by either party. Should there be extenuating circumstances beyond July 31st, DEPARTMENT will pay the new negotiated rates to CONTRACTOR beginning on the first day of the month following the date of the last signature. If the parties cannot agree to the Contract terms by July 31st, the parties will resolve the impasse with mediation and the cost of mediation will be split equally between the parties. DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Contract in the following manner:

1. Compensation:

a. Total contract amount

FY – 2016 (July 1, 2015 – June 30, 2016)
Contract Maximum reimbursement shall not exceed **$953,225** for the contract period beginning July 1, 2015 and ending June 30, 2016. The contract maximum amount includes all compensation noted in this contract except "special needs" and stipend funding.

FY – 2017 (July 1, 2016 – June 30, 2017)
Contract Maximum reimbursement shall not exceed **$969,112** for the contract period beginning July 1, 2016 and ending June 30, 2017. The contract maximum amount includes all compensation noted in this contract except "special needs" and stipend funding.

b. Offender per diem rates

FY – 2016 (July 1, 2015 – June 30, 2016)

Gallatin County Reentry Program: For the contract period beginning July 1, 2015 and ending June 30, 2016, DEPARTMENT will pay CONTRACTOR a per diem rate of **$70.96** (seventy and 96/100 dollars) **per offender, per day**. Program capacity at the Gallatin County Reentry Program facility is **thirty-four (34) male** Reentry beds, with maximum compensations calculated at an Average Daily Population of **thirty-four** (34) beds for the contract year.

FY – 2017 (July 1, 2016 – June 30, 2017)

Gallatin County Reentry Program: For the contract period beginning July 1, 2016 and ending June 30, 2017, DEPARTMENT will pay CONTRACTOR a per diem rate of **$72.38** (seventy-two and 38/100 dollars) **per offender, per day**. Program capacity at the Gallatin County Reentry Program facility is **thirty-four (34) male** Reentry beds, with maximum compensations calculated at an Average Daily Population of **thirty-four** (34) beds for the contract year.

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

The daily per diem rate paid to CONTRACTOR for **transitional living program (TLP) services** – provided in accordance with Section 2 (C)(8) of this Agreement – **is $21.42 per offender, per day for FY 2016 and $21.85 per offender, per day for FY 2017.** CONTRACTOR'S goal is to maintain five (5) offenders in this program at all times and the maximum amount paid to CONTRACTOR, as noted in Section 1(G)(1)(a), is based upon this goal and the corresponding dollar amount included in the contract maximum.

CONTRACTOR shall not exceed the combined capacity level for the facility. Capacity levels between male, female, TLP, and ESP beds/slots listed above may be adjusted within this combined capacity total to account for occasional population fluctuations. However, CONTRACTOR may only exceed the combined capacity level by five (5) beds or slots (including prerelease, TLP, or ESP), or 5% of the combined capacity number, whichever is greater, within a 30 day period. The DEPARTMENT, at its discretion, may request the CONTRACTOR exceed its capacity level by more than 5 beds or 5% of the combined capacity number, whichever is greater, based on population needs, or other need identified by the DEPARTMENT.

During an offender's detention placement, DEPARTMENT will continue payment to CONTRACTOR at the contracted per diem rate to allow CONTRACTOR to "hold" the bed until the offender's return. However, upon determination by DEPARTMENT Hearing Officer that the offender will be returned to a higher level of custody from CONTRACTOR detention center, CONTRACTOR will discontinue receiving per diem payments for the offender and may immediately fill the bed with another offender.

DEPARTMENT shall pay CONTRACTOR for male resident beds left temporarily vacant by offenders who are placed in a jail facility and/or those serving a sanction (and not a revocation), and those administratively transferred for medical or mental health stabilization to the START Program or jail facilities, and who will be returning to the prerelease center they were removed from within a thirty (30) day time period. DEPARTMENT will not compensate CONTRACTOR for sanctions lasting beyond 30 days unless approved in writing by the DEPARTMENT. Longer stays require Division Administrator or designee approval.

DEPARTMENT will be responsible for paying all offender County jail per diem charges directly to the County of incarceration. CONTRACTOR will bill offender and collect from funds available in resident account, to the extent deemed reasonable by CONTRACTOR, the DOC-established County Jail per diem rate per offender, per day, for those offenders that serve jail days while in the prerelease program. DEPARTMENT will bill CONTRACTOR the DOC-established County Jail per diem rate per offender, per day, via a monthly invoice, for county jail days billed to DEPARTMENT by the County jail. DEPARTMENT will approve and forward invoice to CONTRACTOR. CONTRACTOR will remit to DEPARTMENT collectible amounts from offenders as determined reasonable by CONTRACTOR. CONTRACTOR shall not be responsible for any amount invoiced, but not paid from resident accounts. Unpaid invoice amounts will not be carried forward from month to month. DEPARTMENT acknowledges that CONTRACTOR may specifically delegate this billing requirement to OPERATOR.

c. Special funds (special needs, stipends, sex offenders)

CONTRACTOR must follow ACCD 5.1.202 Prerelease Stipend and Special Needs Funding.

DEPARTMENT may pay CONTRACTOR for expenses related to ***special needs and or stipend requests*** **for offenders.** This amount will not be counted toward the maximum amount paid under the contract in section 1(G)(1)(a).

d. Position compensation (nurse)

DEPARTMENT shall pay CONTRACTOR up to thirty-one thousand and 00/100 dollars ($31,000) for each Fiscal Year for a registered nurse, mental health services, and or addiction counseling or treatment services. The amount of payment for this service will be pro-rated, should these services not be available for an entire fiscal year. Should CONTRACTOR provide sick call, CONTRACTOR must comply with all applicable laws and regulations regarding practices of nursing and medicine.

2. Billing/Payment:

a. All payments made under this Contract shall be made only upon submission by CONTRACTOR of an Invoice specifying the amounts due for contractual services rendered during the preceding month and certifying that services requested under the Contract have been performed in accordance with the Contract. Electronic invoices provided by DEPARTMENT shall be submitted no later than the 10th of each month and shall contain each offender name and (AO) number (Adult Offender # (AO#)) participating in the Gallatin County Reentry Program, the date of Program entry, and date of release, if applicable. CONTRACTOR must follow ACCD 1.2.300 Institutional/Non-institutional.

b. Per 17-8-242, MCA, DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice. Invoices are subject to audit and adjustment by DEPARTMENT before and after payment is made. Unless such invoice is subjected to a special review or audit, DEPARTMENT will make every effort to pay CONTRACTOR or provide written explanation of exception, within 15 days of DEPARTMENT receiving a correct invoice.

c. The per diem rate constitutes the sole and exclusive payment by DEPARTMENT for the provision of all services required herein and shall remain in effect until changed by mutual agreement of both parties, except as otherwise specifically provided in this Contract.

d. CONTRACTOR must follow ACCD 1.1.700 Compliance Monitoring. DEPARTMENT may withhold payments to CONTRACTOR in an amount equal to the additional costs to the DEPARTMENT or $1,000.00 per month, whichever is greater, for failure to perform in accordance with the terms of this Agreement. However, prior to withholding payment, DEPARTMENT shall notify CONTRACTOR, in writing, of its failure to perform. The notice shall specify acts or omissions constituting the default. If CONTRACTOR fails to remedy the default or submit an action plan deemed acceptable by DEPARTMENT within 60 calendar days of receipt of notice (documented by certified mail), DEPARTMENT may withhold payments. DEPARTMENT may allow CONTRACTOR additional time, as

appropriate, provided CONTRACTOR demonstrates a good faith effort to achieve compliance.

e. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

f. CONTRACTOR shall maintain a male population consistency of 50% institutional offenders based on a 95% occupancy rate of total contracted male beds. To determine the male offender population consistency percentage, only male resident beds will be considered. Transitional Living and Enhanced Supervision will not be included in this figure. DEPARTMENT will conduct random audits to determine if CONTRACTOR is maintaining a male population consistency of 50% institutional offenders based on a 95% occupancy rate. If the institutional offender population consistency falls below 50% of the occupancy rate for three (3) consecutive months, with 50% institutional referrals from the DEPARTMENT, DEPARTMENT will deduct 2% off the current per diem rate on the fourth month to continue on a month to month basis until CONTRACTOR regains the required population consistency. If it is determined DEPARTMENT is not providing at least 50% institutional referrals that meet CONTRACTOR screening committee acceptance criteria no deduction will be made.

g. DEPARTMENT shall not reimburse CONTRACTOR for any offender whose length of stay (LOS) extends beyond 200 days unless specifically authorized and approved in writing by the PRC Contract Manager or designee, prior to the expiration of the 200-day period.

h. CONTRACTOR will provide DEPARTMENT upon request, for review, the CONTRACTOR'S yearly (audited) financial statements and of OPERATOR'S yearly (audited) and quarterly (unaudited) financial statements.

H. Agency Assistance (is not applicable)

I. Intellectual Property

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to DEPARTMENT for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under this contract.

J. Compliance with Laws

1. State, federal, and local laws

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and ADA Amendments Act of 2008, Section 504 of the Rehabilitation Act of 1973, and Public Law 108-79 Prison Rape Elimination Act and the standards mandated therein. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination

based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

a. Prison Rape Elimination Act

CONTRACTOR shall comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.3.14, Prison Rape Elimination Act and ACCD 1.3.1400 PREA to include incident reporting. CONTRACTOR shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct.

DEPARTMENT will provide PREA instructor training classes. CONTRACTOR shall require OPERATOR to send instructor candidates to the instructor PREA training program. CONTRACTOR shall require OPERATOR'S staff, volunteers, and OPERATOR'S contracted staff to attend the basic PREA training and such on-going annual training as may be required by law, DEPARTMENT, and CONTRACTOR or OPERATOR policy. CONTRACTOR shall require OPERATOR'S first-line responders or staff who may be involved in incidents of sexual assault/rape or sexual misconduct to attend specialized PREA training. CONTRACTOR shall require OPERATOR to provide proof of compliance. CONTRACTOR shall require OPERATOR to ensure that during orientation, offenders receive Facility orientation and orientation material regarding PREA. Offenders shall be required to sign an acknowledgement of having received the information. CONTRACTOR shall require OPERATOR to report all incidents or suspected incidents of staff misconduct as per *MDOC Policy 1.1.6 Priority Incident Reporting and Acting Director System* and ACCD 1.1.600 Priority Incident Reporting to DEPARTMENTS' Prerelease Contract Manager or designee, as well as, all reportable incidents of sexual assault/rape, sexual misconduct or sexual acts involving offenders.

2. Compliance with Worker's Compensation Act

Neither CONTRACTOR nor their employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors (including subcontractors) are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Contracts Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301. DEPARTMENT agrees that CONTRACTOR may satisfy this requirement by requiring its OPERATOR to provide workers compensation coverage as set forth herein, directly satisfying the requirements set forth herein.

3. Prevailing Wage

CONTRACTOR shall comply with prevailing wage law applicable to Public Works Contracts outlined below:

a. **Montana Resident Preference**. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-

401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes. Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

b. **Standard Prevailing Rate of Wages.** In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA.

Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

All contractors, subcontractors, and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the most current version of Montana Prevailing Wages Rates for Nonconstruction Services. The booklet containing these rates is attached to this Contract and made a part thereof by reference.

4. DNA

CONTRACTOR will comply with *MDOC Policy 1.5.13, DNA Testing/Collection of Biological Samples* by following the procedures outlined within the policy or utilizing a community resource to obtain DNA samples from designated offenders. Upon an applicable offender's release or return to custody, CONTRACTOR will forward written documentation [of the conducted sampling] to the

supervising P&P Office or appropriate facility.

K. Fiscal Management/Reporting

1. No Adverse Change

On an annual basis, CONTRACTOR must require any OPERATOR to certify by signature of its authorized representative, that since the date of OPERATOR'S most recent financial statements, there has not been any material adverse change in OPERATOR'S business or condition, nor has there been any change in the assets or liabilities or financial condition from that reflected in the financial statements which is material to OPERATOR'S ability to perform its obligations under this Contract. If requested, OPERATOR agrees to provide DEPARTMENT with a copy of its most recent financial statement, related to this specific Contract.

L. Hold Harmless and Indemnification

1. CONTRACTOR agrees to be financially responsible (liable) for any audit exceptions or other financial loss to DEPARTMENT due to the negligence, intentional acts, or failure for any reason to comply with terms of this Contract.

2. CONTRACTOR agrees to protect, defend, and indemnify DEPARTMENT, its elected and appointed officials, agents and employees, while acting within the course and scope of their duties as such, harmless from and against all claims, and causes of action of any kind of character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services in any way resulting from the acts or omissions of CONTRACTOR, or CONTRACTOR'S violation of an offender's civil rights. Herein nothing shall be construed as an agreement by CONTRACTOR to release, indemnify and hold harmless DEPARTMENT, its officials, agents, or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of DEPARTMENT, its officials, agents, or employees, unless said officials, agents, or employees are acting under the direction or control of CONTRACTOR.

M. Insurance

CONTRACTOR Requirements:

1. CONTRACTOR shall maintain for the duration of the Agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of its work by agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission and be maintained with limits of no less than $750,000 per claim and $1,500,000 per occurrence in accordance with 2-9-101, MCA through 2-9-305, MCA

2. CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

3. CONTRACTOR will supply Certificates of Insurance evidencing all insurance coverages (including that of OPERATOR) to the DEPARTMENT from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage. Such certificates must be received by the Contracts Management Bureau, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverages, such as changes in limits, coverage's and policy status. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

4. CONTRACTOR will require OPERATOR to maintain and provide proof of the same coverage as set forth herein.

5. **Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for liability arising either on account of CONTRACTOR'S acts or omissions causing the violation of any individual's civil rights, or bodily or personal injuries, death, or damage to property, or on account or arising out of services performed or the omissions of services

6. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers.

7. **Specific Requirements for Automobile Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of no less than $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of it or its officers, agents, representatives, assigns or subcontractors.

8. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of no less than $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy. DEPARTMENT acknowledges that CONTRACTOR may specifically delegate this insurance requirement to OPERATOR without procuring coverage for itself.

   Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for liability arising either on account of CONTRACTOR'S acts or omissions causing the violation of any individual's civil rights, or bodily or personal injuries, death, or damage to property, or on account or arising out of services performed or the omissions of services.

N. Public Information

CONTRACTOR recognizes that this Contract is subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution.

O. Assignment/Transfer/Subcontractors

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred. DEPARTMENT reserves the right to review and approve CONTRACT with subcontractor to operate the Facility.

1. CONTRACTOR shall keep DEPARTMENT informed about programmatic and health services work that CONTRACTOR subcontracts by submitting all subcontracts to the Prerelease Contract Manager for review and approval at least 30 days prior to beginning of performance of the contract. DEPARTMENT shall submit its approval or revision recommendation in writing to CONTRACTOR.

P. Amendments/Changes

All amendments to this Contract shall be in writing and signed by the parties.

Q. Contract Termination

1. Termination for Cause with Notice to Cure Requirements.

   DEPARTMENT may terminate this contract for failure of CONTRACTOR to perform any of the services, duties, or conditions contained in this contract after giving CONTRACTOR written notification of the stated failure. The written notice (documented by certified mail) must demand performance of the stated failure within a specified period of time of not less than sixty (60) calendar days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

   CONTRACTOR may terminate this Contract for failure of DEPARTMENT to perform any of the services, duties, or conditions contained in this Contract after providing DEPARTMENT with a written notification of the stated failure to perform. The written notice (documented by certified mail) must demand performance of the stated failure to perform within a specified period of time of not less than sixty (60) days. If the demanded performance is not completed within the specified period, or at an agreed upon later date, the termination is effective at the end of the specified period. In the event CONTRACTOR exercises its right of termination, CONTRACTOR shall comply with the Procedure upon Termination set forth herein.

2. Reduction of Funding

   DEPARTMENT must terminate this contract if funds are not appropriated or otherwise made available to support continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA)

3. Termination for Contractor Insolvency

In the event of filing a petition for bankruptcy by or against CONTRACTOR, DEPARTMENT shall have the right to terminate the Contract upon the same terms and conditions as termination for default. Additionally, DEPARTMENT may terminate under the same terms and conditions as termination for default in the following circumstances:

a. CONTRACTOR applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets;

b. CONTRACTOR files a voluntary petition in bankruptcy;

c. CONTRACTOR admits in writing its inability to pay its debts as they become due;

d. CONTRACTOR makes a general assignment for the benefit of creditors;

e. CONTRACTOR files a petition or an answer seeking reorganization or rearrangement with creditors or, as a debtor, invokes or takes advantage of any insolvency law; or

f. A court of competent jurisdiction enters an order, judgment or decree, on the application of a creditor, adjudicating CONTRACTOR as bankrupt or insolvent or approving a petition seeking reorganization of CONTRACTOR or a substantial part of its assets, and such order, judgment or decree continues unstayed for thirty (30) days.

If any of these circumstances occur, DEPARTMENT shall provide CONTRACTOR with written notice of the termination and provide a date when such termination will take effect.

4. Termination Due To Destruction or Condemnation

If the Facility is totally or extensively damaged by fire or other casualty so as to prevent or substantially limit CONTRACTOR'S operations, or is condemned for public use by a legally constituted public authority, either party may terminate the Contract with written notice (documented by certified mail) provided to the other party within sixty (60) calendar days of the casualty or condemnation. The effective date of such termination shall be the date of the occurrence of the casualty or the effective date of the condemnation.

5. DEPARTMENT Procedure upon Termination

Upon delivery to CONTRACTOR of a Notice of Termination specifying the reason of the termination, the extent to which performance of work under the Contract is terminated, and the date on which such termination becomes effective, CONTRACTOR shall:

a. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
b. Place no further orders for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

c. Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination, except as may be necessary to avoid the occurrence of penalty assessments and the continuation of which DEPARTMENT has approved;

d. Assign to DEPARTMENT, or a subsequent contractor as the case may be, in the manner and to the extent directed by DEPARTMENT, all of CONTRACTOR'S right and interest under the orders so terminated, in which case DEPARTMENT or a subsequent contractor shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders;

e. With DEPARTMENT approval or ratification, settle all outstanding liabilities and all claims arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provision of the Contract;

f. Deliver files, processing systems, data manuals, and/or documentation, in any form, to DEPARTMENT at the time and in the manner requested by DEPARTMENT; and

g. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

6. CONTRACTOR Procedure upon Termination

Upon delivery to DEPARTMENT of a Notice of Termination specifying the reason for termination (no cause shown or stated failure to perform) and the date on which such termination becomes effective, CONTRACTOR shall:

a. Stop work under the Contract on the date specified in the Notice of Termination or date negotiated with DEPARTMENT;

b. Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of work under the Contract to effectively terminate the Contract;

c. Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination;

d. Assign to the DEPARTMENT or a subsequent contractor specified by DEPARTMENT, in the manner and to the extent directed by DEPARTMENT, all of CONTRACTOR'S right and interest under the orders so terminated, in which case DEPARTMENT or a subsequent contractor shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders;

e. With DEPARTMENT approval or ratification, settle all outstanding liabilities and all claims arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Contract;

f. Deliver files, processing systems, data manuals, and/or documentation, in any form, to the DEPARTMENT at the time and in the manner requested by DEPARTMENT.

CONTRACTOR shall proceed immediately with the performance of the above obligations outlined in above, notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this provision.

R. Choice of Law and Venue

The laws of Montana govern this Contract. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

S. Licensure

CONTRACTOR agrees to require OPERATOR to provide copies of current licenses and certifications that register OPERATOR and any associates performing under this Contract.

T. Integration

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the agreement.

U. Severability

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

V. Performance Security/Bond (is not applicable)

W. Liquidated Damages (is not applicable)

X. Policy and Procedures Changes and Reference List

Incorporated herein is the DEPARTMENT'S ACCD Standard Operating Procedure Manual. Procedures listed in this manual are subject to compliance monitoring. CONTRACTOR may submit written comments on all revisions as provided for in *ACCD 1.1.200 Policy Management System.* If the DEPARTMENT proposes or considers Administrative Rule or Policy changes affecting CONTRACTOR'S financial operation or the intent of the Contract, DEPARTMENT agrees to negotiate these changes or the Contract prior to implementation of said Administrative Rules or Policies. DEPARTMENT will not implement procedures or policies that affect CONTRACTOR'S financial operation or the intent of the Contract without mutual agreement. Neither CONTRACTOR nor DEPARTMENT will unreasonably withhold agreement.

DEPARTMENT will only make revisions to the procedure manual after a twenty (20)-day review/comment period by both parties. DEPARTMENT will conduct quarterly meetings with Facility Directors, Administrators, and CONTRACTOR or its designee, to review and discuss proposed policy changes, and if necessary, conduct a conference call with CONTRACTOR prior to the quarterly meeting to discuss and review items of an emergent matter. If parties are in disagreement about policies that do

not affect CONTRACTOR'S financial operations or the intent of the Contract, final approval is at the discretion of DEPARTMENT.

Upon agreement by both parties, implementation of policy will occur immediately upon finalization and agreement of policy.

CONTRACTOR must follow ACCD Procedure Manual and ACCD 1.1.200 Policy Management System.

Y. Miscellaneous Matters

The parties agree that electronic transmissions, such as e-mails, may be used and considered as written transmissions under the terms of this Contract. The parties agree that where there are references to statutes, policies or administrative rules, those references shall automatically be amended to refer to renumbered statutes, policies, or administrative rules as appropriate.

Z. Completed Contract

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts Management Bureau, PO Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301.AA.

AA. Alternate Dispute Resolution

Any dispute between the parties concerning any and all matters related to this Contract will be resolved as follows:

a. Step 1: Each party will appoint a person who shall be responsible for administering the resolution procedures regarding claims. Those appointed persons should attempt to settle such claim. If they are unable to resolve the claim within thirty (30) days after either party notifies the other that the claim has been referred for resolution, either party may declare that an impasse has been reached and proceed to Step 2.

b. Step 2: Upon declaration of an impasse, the parties will seek mediation by a qualified mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) days of the decision to mediate, the party seeking mediation will choose the mediator. The cost of the mediation will be split equally between the parties.

   The mediator shall conduct all hearings and meetings in Helena, Montana. If non-binding mediation does not resolve the dispute, parties may proceed to Step 3 set out herein.

c. Step 3: Either party may seek any remedy available under law or the parties may agree to resolve the dispute with binding arbitration.

2. Program Requirements and Design

A. Performance Measures

1. Statistical reports

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

CONTRACTOR must follow ACCD 1.6.200 Statistical Reports.

2. Outcome Measures

   CONTRACTOR shall track outcome measures for determining "Offender Return Rate" or "Offender Recidivism Rate" by tracking and report to the DEPARTMENT by following ACCD 1.6.300 Contractor Reports, ACCD 1.6.200 Statistical Reports, and ACCD 1.6.201 Outcome Measures.

B. Screening/Eligibility

CONTRACTOR must follow ACCD 4.1.100 Screenings for Incarcerated Adult Offenders.

C. Programming and Curriculum (Specific to RFP or Previous Contracts)

1. CONTRACTOR must follow ACCD 5.1.202 PRC Program Structure.

2. CP&R

   CONTRACTOR must follow ACCD 5.3.100 CP&R.

3. Criminal Thinking Errors

   CONTRACTOR must follow ACCD 5.3.200 Criminal Thinking Errors (CTE).

4. Anger Management

   CONTRACTOR must follow ACCD 5.3.300 Anger Management.

5. Chemical Dependency Programming

   CONTRACTOR must follow ACCD 5.4.100 Chemical Dependency.

6. Victim Services

   CONTRACTOR must follow ACCD 1.8.100 Victim Services, ACCD 1.8.101 Victim-Offender Dialogue, ACCD 1.8.200 Victim Impact Panels, and ACCD 5.3.400 Victimology.

7. KNIGHTS

   Not Applicable

8. Transitional Living Program (TLP)

   CONTRACTOR must follow ACCD 5.1.201 Transitional Living Program for Adult Offenders.

9. Enhanced Supervision Program (ESP)

   Not Applicable.

10. WATCh related programs

    Not Applicable.

11. Booter Aftercare

    Not Applicable.

12. Sanction Programs

    Not Applicable.

13. Extended Treatment Program (ETP)

    Not Applicable.

14. Culinary Arts Program (CAP)

    Not Applicable.

15. ADT Probation Sanction Program

    Not Applicable.

16. Sex Offender Placement

    Not Applicable.

3. Offender Management

A. Offender reports

CONTRACTOR must follow ACCD 1.6.300 Contractor Reports.

B. Offender fees/fines/R&B

CONTRACTOR must follow ACCD 1.2.700 Offender Money Management.

C. Length of Stay (LOSs)

CONTRACTOR must follow ACCD 5.1.102 Length of Stays.

D. Offender Misconduct & Removal from Facility

CONTRACTOR must follow ACCD 3.4.100 Offender Discipline and ACCD 3.4.101 Disciplinary Codes.

1. Detention

CONTRACTOR must follow ACCD 3.4.102 Offender Removal and Detention. CONTRACTOR

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

will follow ACCD 5.1.104 Warrants for Offenders in ACCD Programs/Facilities.

2. Unlawful Offender Behavior

CONTRACTOR shall report allegations of criminal conduct of offenders to local law enforcement officials and DEPARTMENT. CONTRACTOR shall cooperate with any administrative or criminal investigation regarding an offender. In accordance with P&P 40-2, Offender Informants, under no circumstances may an offender be permitted to act as an operative/informant (i.e. actively engaging in "controlled enforcement" activities that would ordinarily be considered a violation of the law) for law enforcement officials.

E. Escape

CONTRACTOR must follow ACCD 3.2.100 Escape.

F. Transportation/Travel/Driving Privileges

CONTRACTOR must follow ACCD 5.1.103 Offender Travel.

G. Administrative Transfer/Overrides

CONTRACTOR must follow ACCD 4.6.200 Administrative Transfers/Overrides.

H. Security/Counts

1. CONTRACTOR must follow:

a. ACCD 3.1.800 Use of Force and Restraints.
b. ACCD 3.1.2100 Offender Counts and Supervision.
c. ACCD 3.1.1100 Offender Movement Control.
d. ACCD 3.1.1300 Key Control and ACCD 3.1.1400 Tool Control.
e. ACCD 3.1.1700 Searches and Contraband Control.
f. ACCD 3.1.500 Entrance Procedures.
g. ACCD 3.1.300 Logs and Record-Keeping Systems.

I. Drug/Alcohol Testing/UAs

CONTRACTOR must follow ACCD 3.1.2000 Offender Drug and Alcohol Testing Program.

J. Healthcare

CONTRACTOR must follow ACCD 4.5.200 Healthcare Responsibilities **and related ACCD Healthcare procedures,** ACCD 4.5.201 Urgent and Emergent Pre-Authorization Process, ACCD 4.5.202 Inmate Worker Healthcare, ACCD 4.5.1000 Level of Therapeutic Care, ACCD 4.5.1500 Offender Health Care Access, ACCD 4.5.1700 Offender Sick Call and ACCD 4.5.2000 Emergency Medical Services.

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

K. Offender Rights

1. Religion

   CONTRACTOR must follow ACCD 5.6.100 Religion.

2. Grievances

   CONTRACTOR must follow ACCD 3.3.300 Grievances.

3. Property/Clothing

   CONTRACTOR must follow ACCD 4.1.300 Property.

4. Canteen

   Not applicable.

5. Legal Assistance

   CONTRACTOR must follow ACCD 3.3.200 Legal Assistance.

6. Telephone

   CONTRACTOR must follow ACCD 3.3.700 Telephone.

7. Visitation

   CONTRACTOR must follow ACCD 3.3.800 Visitation.

4. Facility Management

A. Facility Administration

Gallatin County Reentry Program is located in Bozeman, Montana. The physical address of the Gallatin County Reentry Program is: 675 South 16th Avenue, Bozeman, Montana 59715. The Gallatin County Reentry Program will house up to 34 prerelease offenders.

1. Management

   CONTRACTOR must follow ACCD 2.1.100 Facility Management.

2. Conditions

   CONTRACTOR must follow ACCD 2.1.200 Facility Conditions and Maintenance.

3. Inmate Worker Position

   CONTRACTOR must follow ACCD 5.1.101 Inmate Workers.

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

4. Laundry

   Laundry services shall be the responsibility of CONTRACTOR.

B. Food Service

CONTRACTOR must follow ACCD 4.3.100 Food Services.

C. Staffing/Certification/Training

To promote public safety and offender accountability, staffing must be adequate to meet safety and Program needs and shall be established in agreement with MDOC and in accordance with the following policies and procedures:

1. Staff Recruitment/Selection/Licensure/Certification

   CONTRACTOR must follow ACCD 1.3.400 Staff Recruitment, Selection, and Licensure/Certification.

2. Staffing Plans/Patterns

   CONTRACTOR must follow ACCD 1.3.401 Staffing Plans/Patterns.

3. Staff Training

   CONTRACTOR must follow ACCD 1.4.100 Staff Training.

4. Background Staff Investigations

   CONTRACTOR must follow ACCD 1.3.402 Background Investigations.

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

5. SIGNATURES

DEPARTMENT

Kevin Olson, Administrator
Probation and Parole Division

8/18/15
Date

CONTRACTOR

R. Stephen White, Chairman
Gallatin County Commission

9-8-15
Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

8/14/15
Date

DocuSign Envelope ID: 7684CE79-4DC8-4BB9-A278-A18AF58EF5E8

TABLE OF CONTENTS

1. Standard Contract Terms 1
A. Parties 1
B. Time of Performance 1
C. Liaisons and Notice 2
D. Access to Records – Offender Records/Files/OMIS access 2
E. Access to Facility 2
F. Emergency Preparedness 2
G. Compensation/Billing 4
H. Agency Assistance 7
I. Intellectual Property 7
J. Compliance with Laws 7
K. Fiscal Management/Reporting 10
L. Hold Harmless and Indemnification 10
M. Insurance 10
N. Public Information 12
O. Assignment/Transfer/Subcontractors 12
P. Amendments/Changes 12
Q. Contract Termination 12
R. Choice of Law and Venue 15
S. Licensure 15
T. Integration 15
U. Severability 15
V. Performance Security/Bond 15
W. Liquidated Damages 15
X. Policy and Procedures Changes and Reference List 15
Y. Miscellaneous Matters 16
Z. Completed Contract 16
2. Program Requirements and Design 16
A. Performance Measures 16
B. Screening/Eligibility 17
C. Programming and Curriculum (Specific to RFP or Previous Contracts) 17
3. Offender Management 18
A. Offender reports 18
B. Offender fees/fines/R&B 18
C. Length of Stay (LOSs) 18
D. Offender Misconduct & Removal from Facility 18
E. Escape 19
F. Transportation/Travel/Driving Privileges 19
G. Administrative Transfer/Overrides 19
H. Security/Counts 19
I. Drug/Alcohol Testing/UAs 19
J. Healthcare 19
K. Offender Rights 20
4. Facility Management 20
A. Facility Administration 20
B. Food Service 21
C. Staffing/Certification/Training 21
5. SIGNATURES 22